

# **100 METER RANGE COMPLEX UPGRADE**

**Request for Quotations Number SML20015R0007**

August 6, 2015

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number SML20015R0007

Download complete RFQ file and Attachment (PDF)

The Embassy of the United States of America invites you to submit a quotation for the **100 METER RANGE COMPLEX UPGRADE - U.S. Embassy Bamako, Mali**

The U.S. Government intends to award a purchase order to the responsible company submitting a technically acceptable and price-reasonable offer. Your quotation must be in English and be submitted in a sealed envelope marked "Quotation Enclosed" on or before August 20th 2015, at 10h00 Local Time to:

Sharon Macauley  
Supervisory General Service Officer  
Tel: (223) 2070-2349  
ACI 2000, Rue 243, Porte 297  
B.P. 34; Bamako, Mali.

A site visit will held on August 10th 2015 at 10h00 Local Time at the construction site, Mali. All interested vendors planning to come for the site visit shall contact [Touunkaraa@state.gov](mailto:Touunkaraa@state.gov)  
Sincerely,

Sharon Macauley  
Contracting Officer

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<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. <b>SML20015R0007</b>	2. TYPE OF SOLICITATION X <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES 1/31

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY  U.S. Embassy Bamako ACI 2000 Rue 243,Porte 297 B.P: 34 Bamako, Mali	8. ADDRESS OFFER TO  U.S. Embassy Bamako ACI 2000 Rue 243,Porte 297 B.P: 34 Bamako, Mali	
9. FOR INFORMATION CALL: ➔	A. NAME	B. TELEPHONE NO. <i>(Include area code)</i> <b>(NO COLLECT CALLS)</b>

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

11. The Contractor shall begin performance within \_\_\_\_ calendar days and complete it within \_\_\_\_ calendar days after receiving  
☐ award, ☐ notice to proceed. This performance period is ☐ mandatory, ☐ negotiable. *(See \_\_\_\_\_.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?

*(If "YES," indicate within how many calendar days after award in Item 12B.)*

12B. CALENDAR DAYS

## 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and \_\_ 1 \_\_ copy to perform the work required are due at the place specified in Item 8 by \_\_\_\_ *(hour)* local time \_\_\_\_ *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than \_\_\_\_ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS



18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)( )☐ 41 U.S.C. 253(c)( )

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this



29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA  BY	31C. AWARD DATE
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Computer Generated

**STANDARD FORM 1442** BACK (REV. 4-85)

## SECTION A - PRICING

A.1. The Contractor shall perform all work necessary to produce a complete set of construction plans and technical specifications sufficient for the construction of the facility described in this contract. This shall include, but is not limited to, any architectural and engineering design and analyses, construction cost estimates, renderings, photographs and scale models described in the Statement of Work.

### A.2. VALUE ADDED TAX

*Version B*

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

The Contractor shall deliver the following items:

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Price local currency XOF</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
22				
24				
25				
<b>Total firm fixed price in local currency XOF</b>				



## SECTION B - STATEMENT OF WORK

### GENERAL INFORMATION

Introduction. This project is **for the range upgrades at the 100 meter range complex**

1. Project Location and timeframe: The construction site is located in Bamako, Mali.

2. . Background:

2.1. This project is for range upgrades at the 100 meter range complex.

2.2. The Contractor shall provide the equipment and personnel necessary to provide continuous progress on the job site according to the projected construction timeline. Any changes in construction deviating from this Statement of Work (SOW) and the approved design must be approved in advance and in writing by the Contracting Officer. The Contractor shall provide samples of the material to be used in the construction to the Contracting Officer's Representative (COR) or Regional Security Officer (RSO). The COR or RSO reserves the right to approve or disapprove any material that is used in the project.

2.3. . The Contractor shall use the best-recognized methods and standards of construction practice for building the structures and earth works described in this SOW and related drawings. The material sizes and types shall not be changed without approval from the Contracting Officer or the COR and the contractor should use his professional based knowledge to install the materials so that they perform in accordance with the French building and occupancy code (code de la construction et de l'habitation).

2.4. If any discrepancies or conflicts exist between these specifications and the drawings, the Contractor shall seek guidance from the COR or RSO.

3. U.S. Government Furnished Equipment: There will be no U.S. Government furnished equipment.

4. Site Information:

4.1. Contractor will need to coordinate with COR/RSO and Mali Army guard force commander for daily access into the compound.

4.2. Work schedules need to be coordinated in advance with the COR/RSO and Mali Army guard force commander to prevent conflict with daily activities.

4.3. The contractor will be responsible for securing all materials, equipment, and facilities for the duration of this contract.

5. Requirements for 100 Meter Range Complex: Contractor shall perform the following tasks:

5.1. Clearing, grubbing, grading and compaction of terrain in vicinity of 100 meter range. Limits will be between left and right walls, cliff face at the end of firing line and concrete shaded structure at the beginning on

firing line. All vegetation will be removed from the range at the contractor's discretion. Area will have no more than a 3 percent grade from the cliff face back to the beginning of the firing line to mitigate erosion. Area within the above limits will be machine compacted.

5.2. Existing berm will be removed and may be used to assist with land clearing to fill in low terrain locations as described in section 5.1.

5.3. Materials will be brought in by the contractor to construct a new berm. The berm will be centered between left and right range walls; 10 meters from the cliff face and will extend 50 meters and be at a height of no less than 5 meters. The materials will be of dense red clay to absorb small arms munitions. The clay will be sifted and contain rocks no larger than 2 centimeters and have no more than 10 rocks per .5 meter squared area of clay.

5.4. A target stand concrete pad will be constructed measuring 50 meters long by 1 meter wide by 4 centimeters thick reinforced with rebar. Contractor will wet daily for one week after initial pour to ensure a slow cure time. The pad will be constructed parallel to the berm approximately 2 meters. 30 hollow pieces of rectangular tubing measuring no less than 4cm x 8 cm will be set and centered in the concrete spaced no less than 1.5 meters. The tubing will go to a depth of .5 meters to enable wooden stands to slide into the tubing.

5.5. 3 x concrete pads will be constructed and measure 50 meters by 2 meters by 4 cm and reinforced with rebar. Contractor will wet daily for one week after initial pour to ensure a slow cure time. Pads will parallel the berm and be placed at 25 meters, 50 meters and 100 meters respectively, measured from the center of the target stand pad as described in section 5.4.

5.6. Four round concrete pads will be placed 2m beyond the extreme edges of the marked range lines described in sections 5.5 and 5.8, at 30m and 70m back from the target line on both sides of the range. The pads will measure 4 meters in diameter by 4 cm thick and be reinforced with rebar. Contractor will wet daily after initial pour for one week to ensure a slow cure time.

5.7. Conical steel shade structures will be constructed over the concrete pads as described in section 5.6. The shade structure will cover the entire concrete pad and be minimum 3 meters tall and reach a maximum height of 4 meters in the center, pitched to deflect rain runoff. The materials used to construct the structure will be of solid "I" beam material measuring no less than 4cm by 8 cm. All junctions will be joined together with thick welds and utilize the best practices as described in section 2.3. All exposed "I" beams will be painted with a rust preventing paint and will be the color of sand (tan) and must be approved by the COR before painted. The roof of the structure will be of a galvanized metal material (rust preventing).

5.8. Placards will be constructed by the contractor and approved by the COR/RSO. 2 x barber pole style signs will be constructed of steel plate. Each sign will measure .5 meters wide and 1.5 meters long. The sign will have a white backing with black striped running diagonal. The signs will set on a steel pole and be placed at the COR/RSO's discretion. 8 x distance marking placards will be constructed by the contractor measuring 60cm x 60 cm on steel plate. The placards will have white backing and lettering and numbering will be black bold printing. Signs will have the print of 5m, 10m, 15m, 20m, 25m, 30m, 75m and 100m. They will be placed in line at their respective distances measured from the center of the pad as described in section 5.4 along the right side of the range parallel to the 100 meter pad described in section 5.6.

6. Other Deliverables/Performance Required:

6.1. Period of performance for this work is 1 Sept 2015-15 Oct 2015, with all work to be performed simultaneously with phased completion as identified in the contractor 's Master Plan. Contractor must contact the COR or designated representative of any delays beyond the Contractor's control. Delays in completion of any activity or group of activities include: 1) strikes and unusual weather 2) Delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary.

6.2. Design meeting must be conducted by COR (or his representative) prior to the restoration beginning, so allow a minimum of 3 days for this activity and include a team meeting to discuss elements of the project.

6.3. 100% design must be submitted for review no later than fifteen (15) days after project award. Submittal will include:

6.3.1. Material list and project time line.

6.4. Contractor will establish and maintain a Quality Control program.

6.5. . Contractor will ensure on-site safety meets all host nation requirements.

6.6. The Contractor will coordinate with the COR or Operations to determine the allowable working hours.

6.7. . The Contractor will be responsible to properly dispose of all debris generated by this contract in accordance with all local and national laws.

6.7.1. The Contractor shall ensure the site is cleaned of debris at the end of each working day and ensure no materials or equipment interferes with the daily activities at construction location.

7. The Contractor shall secure all material and equipment at the end of each working day.

7.1. The Contractor will be liable for any damage caused to public or private property as a result of negligent acts by the contractor, subcontractor, employee, agent, or representative of the contractor.

7.2. Contractor will submit a weekly status report via email to the COR no later than Monday morning each week until the contract is complete. At a minimum, the weekly report should include:

7.2.1. Contract number

7.2.2. . Name of project manager and contact information

7.2.3. Overall percentage work completed (planned and actual)

7.2.4. Estimated completion date (planned and actual)

7.2.5. Key task accomplished during the past week

7.2.6. Work expected to be accomplished during the next week

7.2.7. . Significant issues and events

7.2.8. At least three to four photos of work accomplished

7.3. Contractor will provide the government a consolidated inventory of all installed equipment with the operation manuals at the final inspection.

8. Warranty Information: The Contractor shall ensure all work completed will be without flaw for no less than three hundred sixty-five (365) days. The 365 day "Warranty Period" shall not begin until the day of the Government's final acceptance. (For construction Solicitations and Contracts also see FAR 52.246-21(b) "Warranty Construction") During this warranty period the Contractor shall replace or repair any faulty items or workmanship not attributed to fair wear and tear to include latent defects. If the Contractor fails to respond when notified of a faulty item or need for a repair, the Government reserves the right to hire another Contractor to perform the work with the price of the repairs to be charged against any pending contract payments.

9. Bid Options: N/A

## SECTION C - PACKAGING AND MARKING

Packaging and marking shall follow commercial practice.

The Contractor shall address letters and all deliverables as listed below:

U.S. Embassy Bamako  
GSO  
ACI 2000 Rue 243,Porte 297  
B.P: 34  
Bamako, Mali  
ATTN: Michael Diamond

## SECTION D - INSPECTION AND ACCEPTANCE

### D.1.0. INSPECTION

The Contractor shall maintain a system of quality assurance and quality control to ensure that the design and documentation of the design meet the requirements of this contract. The Government reserves the right to inspect the Contractor's work as well as its system of Quality Assurances and Quality Control (QA/QC).

The Contractor's key individual responsible for quality of design is [*Note to Contracting Officer: insert name*].

The Contractor's key individual responsible for quality of documentation is [*Note to Contracting Officer: insert name*] If a key individual (see D.3 below) needs to be replaced during performance of this contract the contractor shall submit a resume for a replacement to the COR for approval.

### D.2.0. ACCEPTANCE

Acceptance of deliverable items shall be by the COR. Acceptance or use of documents developed under this contract shall not relieve the Contractor of responsibility for the design.

### D.3.0. QUALITY PROGRAM REQUIREMENTS FOR DESIGN CONTRACTS

The Contractor shall prepare and implement (based on approval by the Government), a Quality Assurance and Control Plan. The Contractor shall address the following areas in the plan:

D.3.1. Organizational Structure. Proposed organizational structure for the project, including charts and a description of responsibilities of key persons who will perform the work. The Contractor shall identify persons responsible for interface with the Government.

D.3.2. Document Control. The program must ensure that documents, including changes, will be reviewed for adequacy, approved for release by authorized personnel, and properly conveyed to the Government. Persons responsible for reviewing, approving, and releasing documents and revisions must be identified.

D.3.3. Verification. The Contractor shall identify the senior person (s) who will be responsible for final review and verification before documents are transmitted to the Government. cursory supervisory reviews will not be sufficient. Design verification may vary from spot-checking of calculations to full-scale review of design drawings and specifications, as the situation requires.

D.3.4. Corrective Action. The quality program must clearly define responsibility and procedures for corrective action if deficiencies in the services or resulting deliverables are found.

D.3.5. Quality Assurance Reporting. The Contractor shall prepare a Quality Assurance (QA) report to be submitted as part of the [*Note to Contracting Officer: identify submission*]. This report shall identify the QA procedures used to review drawings and data for these submissions. This report shall also identify steps taken to coordinate all drawings and documents prepared by the Contractor and subcontractors. The report shall include:

1. QA status of the project;
2. Significant program problems and their solutions/corrective actions;
3. Organization and key personnel changes, as required.

D.3.6. Checking, Coordinating, and Integrating Drawings. Quality control procedures shall ensure that individual drawings and other documentation have been checked and that all documentation, including that of the supporting disciplines (such as civil, structural, mechanical, electrical) has been coordinated and integrated. The Contractor shall correct deficiencies, ambiguities, conflicts, and inconsistencies before document submittal.

D.3.7. Design-to Budget. The Contractor shall describe the procedure for meeting the design-to budget target. The procedure shall include a clear understanding of the cost implications during all design phases. The work of all subcontractors is to be included in the procedure.

## SECTION E - DELIVERIES OR PERFORMANCE

### E.1.0. PERIOD OF PERFORMANCE

The contractor shall complete all work required by this contract within the period indicated in Delivery Schedule. This period includes up to 45 days starting on September 1 and ending October 15<sup>th</sup> 2015 for Government review and approval for each deliverable item required by the contract.

### E.2.0. CONTRACTOR DELAYS

The project schedule is a key parameter of this project. Completion of the design and documentation is key to the project as a whole. Liquidated damages are anticipated for construction associated with this project; they are not required for this A/E effort. The Government will require adequate consideration for any slippage in schedule without excusable delay. The Contractor is required to document any delays and submit justification to the Contracting Officer.

### E.3.0. DELIVERY SCHEDULE

The Contractor shall deliver the items listed in Section A on the following delivery schedule:

<b>Item No.</b>	<b>Description</b>	<b>Days after effective date of the receipt of the order</b>
1	Design and drawings	<b>15 days</b>
2	Material list and project time line	<b>15 days</b>
3	Quality Control Program	<b>15 days</b>

### E.4.0. DELIVERABLES

E.4.1. The Contractor shall deliver design submittals to the COR at the following address:

U.S. Embassy Bamako  
ACI 2000 Rue 243,Porte 297  
B.P: 34  
Bamako, Mali  
ATTN: Michael Diamond

E.4.2. Deliveries shall be as follows: Three (3) copies to the COR at the following address:

Michael Diamond



U.S. Embassy Bamako  
ACI 2000 Rue 243,Porte 297  
B.P: 34  
Bamako, Mali

E.4.3. All delivery charges shall be prepaid by the Contractor.

E.5.0. MONTHLY PROGRESS REPORT

The Contractor shall submit monthly progress reports by the tenth calendar day of each month during this contract. Reports shall be in letter format and contain information relevant to this project, including, but not limited to:

- accomplishments during the previous month
- anticipated accomplishments for the next month
- pending problems and possible or proposed solutions
- questions that require answers or directions from the Post
- any pending Government review comments regarding the Contractor's submittals
- any proposed design change orders that have not been executed
- any other pertinent information required to report the progress of performance under this contract.

## SECTION F - CONTRACT ADMINISTRATION

### F.1.0. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is: Michael Diamond

#### F.1.1. Duties

The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, inspection, and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. In no instance is the COR authorized to alter the contract's terms or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

### F.2.0. INVOICING AND PAYING INSTRUCTIONS

F.2.1. The Contractor shall submit invoices in the original and three copies to the designated billing address indicated in this contract. The COR will determine whether the invoice is complete and proper as submitted. The COR also will determine whether billed services have been satisfactorily performed and whether reimbursable expenses billed are correct. If the amount billed is incorrect, the COR will, within seven days, ask the Contractor to submit a revised invoice.

F.2.2. The Contractor shall specifically identify its last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued. The final invoice shall also attach a "Contractor's Release Certificate". The Contractor should keep one copy of the certificate for its files and include the others with each copy of the final invoice. If the Contractor has any questions regarding payment status, contact the COR.

F.2.3. Monthly progress payments pursuant to the contract clause FAR 52.232-10 titled "Payments Under Fixed Price Architect Engineer Contracts" are not authorized. Payments for deliverable items listed in Section A shall be made in accordance with FAR 52.232-1, "Payments." For reimbursable expenses listed in Section G, payment shall be made after an acceptable invoice has been submitted by the Contractor. The Contractor shall mail invoices to:

U.S. Embassy Bamako  
FMO  
ACI 2000 Rue 243,Porte 297  
B.P: 34  
Bamako, Mali

Invoices shall reflect the contract number and the name of the COR.

F.2.4. The Contractor shall not be eligible to receive payments for any subsequent deliverables until the Government has accepted the previous deliverables.

## SECTION G - SPECIAL TERMS AND CONDITIONS

### G.1.0. SECURITY

The following considerations must be followed by the Contractor and/or must be incorporated into the design documents.

G.1.1. All documents received or generated under the contract are the property of the U.S. Government.

G.1.2. All documents are to be controlled and disseminated on a need-to-know basis. Reproduction and distribution is prohibited without express approval of the U.S. Government. The Contractor shall mark all design and construction documents as follows:

#### WARNING

This document is the property of the United States Government. Further reproduction and/or distribution is prohibited without the express written approval of:

U.S. EMBASSY Bamako  
ACI 2000 Rue 243,Porte 297  
B.P: 34  
Bamako, Mali

G.1.3. Proposed and actual contract documents will only be disseminated on a strict need-to-know basis, and will not be further disseminated without prior authorization from the Department of State.

G.1.4. Contractor personnel receiving proposed or actual contract documents, to include blueprints, other technical drawings, sketches, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, will be responsible for these materials while in their possession, or that of any of their subcontractors. The Contractor shall return all documents, including all copies, promptly upon demand by the Government.

G.1.5. Photographs of any public areas of any U.S. diplomatic or consular facility overseas must be approved and authorized in advance by the Site Security Manager (SSM) and/or the Senior Security Officer (SSO). The SSO or SSM will establish any controls, limits, and/or other restrictions as deemed necessary. The Contractor shall submit a written request for authorization for such photography citing the reason(s) and use(s) for the photographs and/or negatives.

G.1.6. The Department of State shall be afforded the opportunity to review all photographs and negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved under this contract is authorized without specific advance written approval from the Department of State.

G.1.7. The Department reserves the right to demand retention of all copies of photographs and negatives.

### G.2.0. CONSTRUCTION COST ESTIMATING

G.2.1. The Contractor shall prepare estimates of the cost of construction and these shall be marked as "Source Selection Information". The Contractor shall safeguard the confidentiality and prevent unauthorized distribution of these estimates.

G.2.2. The Contractor shall prepare construction cost estimates with the same attention to detail as if the Contractor were bidding on the project as a construction contractor. The Contractor shall base estimates on the same construction contract conditions and specifications that will be used by the Government for procurement of the facilities being designed. Attached for reference are the model construction contract documents and procedures used by the Department of State.

G.2.3. The Contractor shall provide estimates of the cost of construction of the facilities described in the Scope of Work. These estimates shall indicate the anticipated cost of construction of the facilities in the country and locale where such facilities are to be built at the estimated midpoint of construction in local currency XOF. Approval to proceed with subsequent phases will not be granted until all budgetary issues are resolved. See "Design-to-Budget" and Section H, clause 52.236-22 titled "Design within Funding Limitations" for the estimated construction contract price and additional information on the use of construction cost estimates.

G.2.4. The Contractor shall allocate the total projected costs among the 16 divisions contained in the Construction Specifications Institute (CSI) format (see model construction solicitation). The Contractor shall furnish price lists comparing available foreign materials to equivalent U.S. materials, if known, that may be used in construction. The Contractor shall identify any contingencies for each division.

G.2.5. The Contractor shall furnish quantities and pricing data for each section within each division showing labor, materials, overhead, and profit. The Contractor shall furnish a list of all foreign materials to be used in the facilities with their unit prices compared to prices for comparable U.S. materials. The costs for U.S. materials shall include, as a separate item, the estimated shipping costs to the site of construction. If the Contractor has specified a foreign material and there is no comparable U.S. material, the Contractor shall identify the material and the price of the foreign material used.

G.2.6. The Contractor shall compare these estimates to the design-to-budget amount and confirm that the facilities as designed can be constructed in the designated locale within the budgeted amount. The Contractor shall promptly advise the Contracting Officer whenever it may know, or have reason to believe, that the estimated cost of construction for the facilities being designed will exceed or is likely to exceed the design-to-budget cost.

In addition to the clause of FAR 52.236-22, if at any time it is determined that the estimated cost of construction exceeds the design-to-budget amount, the Contracting Officer may direct the Contractor to perform redesign and other services as needed to reduce the estimated cost of construction to an amount that is within the design-to-budget amount. The Contractor shall perform redesign and other services no additional cost to the Government. The Contractor shall not be required to perform such redesign and other services at no cost to the Government if the Contracting Officer determines that the estimated cost of construction exceeds the design-to-budget amount for reasons beyond the reasonable control of the Contractor.

#### G.3.0. ORGANIZATIONAL CONFLICTS OF INTEREST

Neither the Contractor nor any of its employees, affiliates, or related entities may propose on the construction effort envisioned by this contract. The Contractor, its employees, affiliates, or related entities may not provide consulting or subcontract services related to the construction to any offeror or prospective offeror on the construction contract.

The Contractor shall include this clause in all subcontracts, purchase orders, and consulting agreements for service.

#### G.4.0. RELEASE OF INFORMATION

All data furnished to the Contractor and data developed in connection with the project shall be considered privileged. The Contractor shall not make public announcements, including news and press releases; these are the prerogative of the Contracting Officer.

#### G.5.0. NOTIFICATION OF CHANGES

G.5.1. This clause applies to changes other than changes directed by the Government pursuant to the contract clause titled "Changes - Fixed Price (AUG 87) Alternate III (APR 1984)."

G.5.2. Definitions. "Contracting Officer," as used in this clause, does not include representatives of the Contracting Officer.

G.5.3. Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to be a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing within ten (10) days from the date the Contractor identified any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. Any notification received after 10 days will not be considered. On the basis of the most accurate information available to the Contractor, the notice shall state -

- (i) The date, nature and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (v) The particular elements of contract performance that the Contractor may seek an equitable adjustment under this clause, including –
  - What contract line items have been or may be affected by the alleged change;
  - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

- To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(vi) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.

**G.5.4. Continued Performance.** Following submission of the notice required above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor. Unless the notice reports a direction of the Contracting Officer or a communication from a representative of the Contracting Officer, the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described above, notice shall be given in the manner provided.

**G.5.5. Government Response.** The Contracting Officer shall, within thirty (30) days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall -

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) Advise the Contractor what additional information is required and when, and establish the date by which it should be furnished and the date the Government will respond.

**G.5.6. Equitable Adjustments.**

If the Contracting Officer confirms that the Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, the Government will modify the contract to make an equitable adjustment -

- (1) In the contract price or delivery schedule or both; and
- (2) Any other term of the contract affected.

In the case of drawings, designs, or specifications that are defective and the Government is responsible, an equitable adjustment shall include the cost and time extension for the delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs, or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for a delay resulting from the Contractor's failure to provide notice or to continue performance as provided above.

G.5.7. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this section shall relieve the Contractor from proceeding with the work.



## SECTION H- CLAUSES

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following addresses (please note these addresses are subject to change): <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (48 CFR Ch. 1) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINTIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2014)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS’ COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (APR 1984)
52.229-6	TAXES – FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-1	PAYMENTS (AUG 1984)
52.232-18	AVAILABILTY OF FUNDS (APR 1984)

52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JULY 2013)	
52.233-1	DISPUTES (MAY 2014) Alternate I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD (AUG 1996)	
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)	
52.242-14	SUSPENSION OF WORK (APR 1984)	
52.243-1	CHANGES – FIXED PRICE (AUG 1987) <i>Alternate III (APR 1984)</i>	
52.246-4	INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)	
52.249-7	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR	1984)
652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)	
652.242-73	AUTHORIZATION AND PERFORMANCE (AUG 1999)	

## SECTION J - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

### J.1.0. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described earlier.

#### Summary of Instructions

Each quotation must consist of the following:

Volume	Title	No. of Copies*
1	SF 1442	01
2	Price Proposal	02

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

### J.2.0. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses (please note these addresses are subject to change): <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provision(s) is/are incorporated by reference:

#### PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

### J.3.0. SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation with additional services under a Time-and-Materials basis.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Competition Advocate  
U.S. Department of State  
A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510  
Phone:(703) 516-1696,  
Fax: (703) 875-6155

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### J.4.0. FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past **3** years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

## SECTION K - EVALUATION CRITERIA

### K.1.0. EVALUATION PROCESS

The Government will select an architectural and engineering contractor following Subpart 36.6 of the Federal Acquisition Regulation. The Government will evaluate the quotation submitted in response to this solicitation. Award will be based on whether the U.S. Government is able to negotiate a fair and reasonable price for these services.

If a mutually satisfactory price cannot be negotiated, the Contracting Officer shall notify the quoter that negotiations have been terminated. The Contracting Officer shall then initiate negotiations with the next firm on the final selection list. This procedure shall continue until a mutually satisfactory contract has been negotiated. If negotiations fail with all selected firms, the Contracting Officer shall refer the matter to the selection authority who, after consulting with the Contracting Officer as to why a contract cannot be negotiated, may direct the evaluation board to recommend additional firms.

### K.2.0. FIRM FIXED PRICES

The Offeror shall propose firm fixed prices for the deliverables listed in Section A and fixed loaded hourly rates for additional services. Proposals that do not include firm fixed prices cannot be evaluated and will be rejected.

### K.3.0. SEPARATE CHARGES

Separate charges, in any form, are not solicited. The Government shall not be obligated to pay any charges other than the contract price.

### K.4.0. 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

## SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER

### L.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

### L.2 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:	
Address:	
Telephone No.:	